Operating Agreement for Riverbend Creative Studio LLC

Jordan Blake

and

Kelsey Rivera

**Table of Contents**

[1 PARTIES 3](#_Toc197030648)

[2 DEFINITIONS 3](#_Toc197030649)

[3 INTERPRETATION 5](#_Toc197030650)

[4 PREAMBLE 6](#_Toc197030651)

[5 FORMATION AND BUSINESS PURPOSE 7](#_Toc197030652)

[6 PRINCIPAL OFFICE AND TERM 7](#_Toc197030653)

[7 CAPITAL CONTRIBUTIONS AND OWNERSHIP INTERESTS 8](#_Toc197030654)

[8 MANAGEMENT AND FIDUCIARY DUTIES 9](#_Toc197030655)

[9 MAJOR DECISIONS AND VOTING REQUIREMENTS 10](#_Toc197030656)

[10 PROFITS, LOSSES, AND DISTRIBUTIONS 11](#_Toc197030657)

[11 BANKING, RECORDKEEPING, AND FINANCIAL REPORTING 12](#_Toc197030658)

[12 TAX MATTERS AND FISCAL YEAR 13](#_Toc197030659)

[13 TRANSFER OF MEMBERSHIP INTERESTS, BUY-SELL, AND RIGHT OF FIRST REFUSAL 14](#_Toc197030660)

[14 CAPITAL CALLS AND CONTRIBUTION DEFAULTS 15](#_Toc197030661)

[15 DISPUTE RESOLUTION, MEDIATION, AND ARBITRATION 16](#_Toc197030662)

[16 DEADLOCK RESOLUTION 17](#_Toc197030663)

[17 INSURANCE REPRESENTATIONS AND REQUIREMENTS 18](#_Toc197030664)

[18 DISSOLUTION, WINDING UP, AND LIQUIDATION 19](#_Toc197030665)

[19 AMENDMENTS TO THE OPERATING AGREEMENT 20](#_Toc197030666)

[20 NOTICE, COMMUNICATION, AND RECORDS 21](#_Toc197030667)

[21 GOVERNING LAW, VENUE, AND JURISDICTION 22](#_Toc197030668)

[22 MISCELLANEOUS PROVISIONS 22](#_Toc197030669)

1. PARTIES
   1. This Operating Agreement ("Agreement") is entered into by and between the following Members of Riverbend Creative Studio LLC ("LLC"), a New York limited liability company:
   2. **Jordan Blake**, Managing Member, with a 60% Membership Interest, whose address is 1120 Jefferson Ave, Brooklyn, NY 11221, and email jordan@riverbendcreative.com; and
   3. **Kelsey Rivera**, Member, with a 40% Membership Interest, whose address is 78 Wyckoff St, Brooklyn, NY 11201, and email kelsey@riverbendcreative.com.
   4. The Members agree to be bound by the terms of this Agreement and the Act governing the LLC’s operation.
2. DEFINITIONS
   1. **"Act"** means the New York Limited Liability Company Law, as amended from time to time.
   2. **"Agreement"** means this Operating Agreement of Riverbend Creative Studio LLC, including all exhibits and amendments.
   3. **"Bankruptcy"** means, with respect to a Member, (a) filing a voluntary petition under the U.S. Bankruptcy Code, (b) being the subject of an involuntary petition that is not dismissed within 90 days, (c) making an assignment for the benefit of creditors, or (d) being subject to a receivership or similar insolvency proceeding.
   4. **"Capital Account"** means the account maintained for each Member reflecting their Capital Contributions, increased by allocations of Profits and decreased by allocations of Losses and Distributions, as calculated under Section 7.
   5. **"Capital Contribution"** means the initial and any additional contributions of cash or property made by a Member to the LLC, as specified in Section 7, including Jordan Blake's contribution of $30,000 and Kelsey Rivera's contribution of $20,000.
   6. **"Code"** means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.
   7. **"Defaulting Member"** means a Member who fails to make a required Capital Contribution within the time specified in Section 7.
   8. **"Distribution"** means a payment of cash or property by the LLC to a Member, as described in Section 10.
   9. **"Fiscal Year"** means the LLC's accounting year, which shall be the calendar year unless otherwise determined under Section 12.
   10. **"Independent Appraiser"** means a qualified, disinterested business valuation expert selected under the procedures in Section 13 to determine the fair market value of a Membership Interest.
   11. **"LLC"** means Riverbend Creative Studio LLC, a New York limited liability company formed on April 1, 2025.
   12. **"Major Decision"** means any action requiring unanimous Member approval under Section 9, including but not limited to: (a) incurring debt exceeding $25,000; (b) admitting new Members; (c) dissolving the LLC; (d) amending this Agreement; (e) selling substantially all assets; (f) changing tax classification; or (g) initiating significant litigation.
   13. **"Manager"** means Jordan Blake, the designated manager of the LLC under Section 8, or any successor appointed under Section 6.
   14. **"Member"** means each person or entity holding a Membership Interest, initially Jordan Blake (60%) and Kelsey Rivera (40%).
   15. **"Membership Interest"** means a Member's entire ownership interest in the LLC, including rights to Profits, Losses, and Distributions, expressed as a percentage.
   16. **"New York County"** means the County of New York, State of New York, as the exclusive venue for disputes under Section 15.
   17. **"Principal Office"** means the LLC's primary business location at 88 Orchard Street, Brooklyn, NY 11211, or such other address as designated under Section 6.
   18. **"Profits" and "Losses"** mean the LLC's taxable income or loss, allocated among Members in accordance with Section 10.
   19. **"Profit Sharing Ratio"** means the percentage allocation of profits and losses among Members, being 60% to Jordan Blake and 40% to Kelsey Rivera unless otherwise modified in accordance with this Agreement.
   20. **"Tax Matters Partner"** means the Member designated under Section 12 to handle IRS communications, initially Jordan Blake.
   21. **"Third-Party Offer"** means a bona fide written offer from a non-Member to purchase a Membership Interest, triggering the right of first refusal under Section 13.
   22. **"Transfer"** means any sale, assignment, gift, pledge, encumbrance, or other disposition of a Membership Interest, whether voluntary or involuntary, subject to the restrictions in Section 13.
3. INTERPRETATION
   1. Unless the context otherwise requires, terms defined in Section 1 shall have the same meaning throughout this Agreement, and such definitions apply equally to both singular and plural forms.
   2. Headings are for convenience only and shall not affect the interpretation of this Agreement.
   3. References to Sections are to the Sections of this Agreement unless otherwise specified, and references to the "Manager" or "Members" include their permitted successors and assigns.
   4. Words importing the singular include the plural and vice versa, and words importing gender include all genders. References to "including" mean "including without limitation."
   5. References to any statute or regulation include all amendments, consolidations, replacements, or successor provisions thereof.
   6. Any ambiguity in this Agreement shall be resolved by construing the Agreement as a whole according to the fair meaning of its terms, with the intent of the Members prevailing over technical or grammatical constructions.
   7. No rule of strict construction shall apply against or in favor of any Member.
4. PREAMBLE
   1. This Operating Agreement governs the affairs of Riverbend Creative Studio LLC, a New York limited liability company formed on April 1, 2025, pursuant to the Act.
   2. The LLC shall conduct its business operations from its Principal Office at 88 Orchard Street, Brooklyn, NY 11211, or such other location as designated under Section 6, for the principal purpose of providing graphic design, branding, and digital marketing services for small businesses and nonprofits, as further described in Section 5.
   3. The LLC is a manager-managed limited liability company, with Jordan Blake serving as the initial Manager pursuant to Section 8, and the Members have made the Capital Contributions set forth in Section 7.
   4. The Members intend this Agreement to supersede any default provisions of the Act and to establish their respective rights, duties, and obligations with respect to the LLC, including the allocation of Profits, Losses, and Distributions in accordance with their respective Membership Interests.
5. FORMATION AND BUSINESS PURPOSE
   1. The LLC was duly formed as a New York limited liability company on April 1, 2025, pursuant to the Act, and its existence commenced upon the filing of its Articles of Organization with the New York Department of State.
   2. The principal business purpose of the LLC is to provide graphic design, branding, and digital marketing services to small businesses and nonprofit organizations, including but not limited to logo creation, brand strategy, website design, social media management, and related creative services.
   3. The LLC may engage in any lawful business activities reasonably related or incidental to its principal purpose, as determined by the Manager in accordance with Section 8, provided that any expansion beyond the principal business purpose requiring additional Capital Contributions shall be subject to the provisions of Section 7.
   4. The LLC shall maintain its Principal Office at 88 Orchard Street, Brooklyn, NY 11211, unless otherwise relocated in accordance with Section 6.
6. PRINCIPAL OFFICE AND TERM
   1. The Principal Office of the LLC shall be located at 88 Orchard Street, Brooklyn, NY 11211, or at such other location as the Manager may designate upon written notice to all Members.
   2. The term of the LLC shall commence on April 1, 2025, and continue perpetually unless earlier dissolved in accordance with Section 18.
   3. Any change to the Principal Office address shall not constitute an amendment to this Agreement and shall be effective upon written notice to all Members within 10 business days, provided such change does not affect the LLC’s tax status or legal compliance under the Act.
   4. The LLC may maintain additional offices or places of business as the Manager deems necessary or appropriate for the conduct of the LLC's business.
7. CAPITAL CONTRIBUTIONS AND OWNERSHIP INTERESTS
   1. Each Member shall make their initial Capital Contribution as follows: (a) Jordan Blake shall contribute $30,000 in cash, representing a 60% Membership Interest; and (b) Kelsey Rivera shall contribute $20,000 in cash, representing a 40% Membership Interest.
   2. No Member shall be required to make additional Capital Contributions beyond their initial contribution unless unanimously approved by all Members as a Major Decision under Section 9.
   3. If a Member fails to make a required Capital Contribution within 15 days of written notice (a "Defaulting Member"), the non-defaulting Member may elect to: (a) reduce the Defaulting Member's Membership Interest proportionally; (b) treat the unpaid amount as a loan bearing interest at 8% per annum; or (c) initiate expulsion proceedings under Section 13.
   4. Membership Interests and Profit Sharing Ratios shall be adjusted to reflect changes in Capital Contributions, with allocations of Profits and Losses made under Section 10.
   5. No Member shall receive interest or compensation on Capital Contributions except as expressly provided in this Agreement.
   6. Each Member's Capital Account shall be maintained in accordance with Section 1.4 and the Code, reflecting all contributions, allocations, and distributions.
8. MANAGEMENT AND FIDUCIARY DUTIES
   1. The LLC shall be manager-managed, with Jordan Blake serving as the initial Manager vested with exclusive authority to conduct the day-to-day business operations, including but not limited to: (a) executing contracts; (b) hiring employees and vendors; (c) managing budgets; (d) issuing invoices; (e) opening and maintaining bank accounts; and (f) making ordinary course business decisions without requiring Member consent, except for Major Decisions under Section 9.
   2. The Manager shall owe fiduciary duties of care and loyalty to the LLC and its Members, including the obligation to: (a) act in good faith and with the care an ordinarily prudent person would exercise; (b) avoid conflicts of interest; (c) refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or knowing violations of law; and (d) act in the best interests of the LLC.
   3. The Manager may delegate specific responsibilities to officers or employees but shall remain accountable for such delegated actions. No delegation shall relieve the Manager of fiduciary obligations under this Agreement or the Act.
   4. The Manager shall provide Members with quarterly financial reports and timely notice of material business developments or liabilities exceeding $10,000, but shall not be required to obtain approval for operational decisions within the ordinary course of business.
   5. The Manager may be removed for cause, including gross negligence, willful misconduct, or material breach of this Agreement, by a vote of Members holding a majority of Membership Interests. In the event of removal or inability to serve, a successor Manager shall be appointed by a majority vote of the remaining Membership Interests under Section 6.
9. MAJOR DECISIONS AND VOTING REQUIREMENTS
   1. Notwithstanding Section 8, the following Major Decisions shall require the unanimous written consent of all Members:
      1. Incurring, guaranteeing, or refinancing LLC debt exceeding $25,000 in aggregate;
      2. Admitting a new Member or permitting any Transfer of a Membership Interest, subject to Section 13;
      3. Selling, leasing, or otherwise disposing of all or substantially all LLC assets;
      4. Dissolving the LLC, initiating bankruptcy proceedings, or amending the LLC's Articles of Organization;
      5. Amending this Agreement or changing the LLC's tax classification under the Code;
      6. Initiating or settling litigation or arbitration claims exceeding $25,000;
      7. Entering into mergers, acquisitions, or joint ventures;
      8. Making Distributions inconsistent with the Profit Sharing Ratio; and
      9. Approving annual budgets with capital expenditures exceeding $50,000.
   2. Each Member shall have one vote per percentage point of their Membership Interest for Major Decisions. Written consents may be executed in counterparts and delivered electronically.
   3. The Manager shall provide all Members with written notice of any proposed Major Decision at least 15 days prior to any vote, including all material terms and supporting documentation. Any Member may call a meeting to consider a Major Decision by providing such notice.
   4. No Member shall be bound by a Major Decision made without strict compliance with this Section 9, and any action taken in violation shall be void ab initio unless subsequently ratified by unanimous written consent.
10. PROFITS, LOSSES, AND DISTRIBUTIONS
    1. Profits and Losses of the LLC for each Fiscal Year shall be allocated among the Members in proportion to their respective Profit Sharing Ratios (60% to Jordan Blake and 40% to Kelsey Rivera), unless otherwise required by the Code or this Agreement.
    2. Distributions of available cash shall be made quarterly, as determined by the Manager, provided that: (a) the LLC has sufficient cash flow after payment of all operating expenses, debts, tax liabilities, and reasonable reserves; and (b) such Distributions do not render the LLC insolvent under the Act or impair its ability to meet financial obligations.
    3. Notwithstanding Section 10.2, the Members may unanimously agree in writing to retain earnings for business reinvestment, including but not limited to equipment purchases, marketing initiatives, or working capital needs, with such retention documented in the LLC's records.
    4. All Distributions shall be made in accordance with each Member's positive Capital Account balance and Profit Sharing Ratio, except as otherwise required under Section 704(b) of the Code or corresponding Treasury Regulations. No Distribution shall be made if it would create or increase a deficit Capital Account balance.
    5. Tax Distributions sufficient to cover each Member's estimated tax liabilities attributable to their share of LLC income shall be determined by the Tax Matters Partner in consultation with the LLC's accountants, but shall not exceed the maximum applicable federal and state income tax rates for individuals.
    6. No Member shall have the right to demand property other than cash as a Distribution without unanimous consent. In the event of a Distribution in kind, the fair market value shall be determined by an Independent Appraiser and credited against the recipient Member's Capital Account.
    7. In the event of liquidation, Distributions shall be made in accordance with Section 18 and the Act, with priority given to creditors before any allocation to Members.
11. BANKING, RECORDKEEPING, AND FINANCIAL REPORTING
    1. The LLC shall maintain a separate business bank account in its name at a federally insured financial institution, and all LLC funds shall be deposited therein. No Member shall commingle personal funds with LLC assets or use the LLC account for personal expenses.
    2. The Manager shall maintain complete and accurate books and records at the Principal Office using generally accepted accounting principles (GAAP), including: (a) all financial transactions; (b) Capital Account balances; (c) meeting minutes; (d) tax filings; and (e) copies of material contracts. Records shall be preserved for at least seven years.
    3. Within 45 days after each quarter end, the Manager shall provide Members with unaudited financial statements, including a balance sheet, income statement, and cash flow summary. Annual financial statements, reviewed by an independent CPA, shall be distributed within 90 days of the Fiscal Year end.
    4. All checks, withdrawals, or electronic transfers exceeding $10,000 shall require dual authorization by the Manager and one designated Member. Online banking access credentials shall be restricted to authorized personnel only.
    5. The Tax Matters Partner shall coordinate preparation of all required tax filings, including Form 1065 and Schedule K-1 distributions to Members by March 15 of each year, and ensure compliance with state and local tax obligations.
    6. Members may inspect LLC records upon 5 business days' written notice during normal business hours, provided such requests are made in good faith and for a proper purpose related to their Membership Interest. Members may request an audit of the LLC's financial records at their own expense, provided such audit does not unreasonably disrupt operations.
12. TAX MATTERS AND FISCAL YEAR
    1. The LLC shall be treated as a partnership for federal and New York state tax purposes unless the Members unanimously elect otherwise as a Major Decision under Section 9.
    2. The Fiscal Year of the LLC shall be the calendar year, ending December 31, unless otherwise required by the Code or changed by unanimous Member consent. All tax reporting shall be consistent with this Fiscal Year.
    3. Jordan Blake is designated as the Tax Matters Partner, responsible for: (a) preparing and filing all required tax returns, including IRS Form 1065 and NY Form IT-204; (b) providing Schedule K-1s to Members by March 15 each year; (c) representing the LLC in any tax audit or proceeding; (d) coordinating estimated tax payments; and (e) handling communications with tax authorities, subject to consultation with the LLC's accountants.
    4. Tax allocations shall generally follow the Profit Sharing Ratio under Section 10, except where the Code or Treasury Regulations require special allocations to reflect the economic arrangement of the Members. The LLC shall maintain Capital Accounts in compliance with Section 704(b) of the Code.
    5. Each Member shall be responsible for reporting their share of Profits, Losses, and tax credits on their individual returns and paying applicable taxes. The LLC may make tax Distributions under Section 10.5 to assist Members in meeting tax obligations, but such Distributions shall not be mandatory.
    6. All tax elections shall be made by the Tax Matters Partner in consultation with the LLC's accountants, except for elections requiring Member approval under Section 9.
    7. The LLC shall comply with all applicable federal, state, and local tax withholding and reporting requirements, including backup withholding for non-compliant Members. No Member shall take any action that would jeopardize the LLC's tax status.
13. TRANSFER OF MEMBERSHIP INTERESTS, BUY-SELL, AND RIGHT OF FIRST REFUSAL
    1. No Member may Transfer any portion of their Membership Interest without first complying with this Section 13. Any attempted Transfer in violation shall be null and void.
    2. If a Member receives a bona fide Third-Party Offer to purchase their Membership Interest, such Member ("Selling Member") shall deliver written notice to the LLC and other Member ("Non-Selling Member"), including the material terms of the offer and the proposed transferee's identity.
    3. The Non-Selling Member shall have 30 days from receipt of notice to elect in writing to purchase the Selling Member's interest on the same terms as the Third-Party Offer. If the Non-Selling Member so elects, closing shall occur within 60 days at the Principal Office.
    4. If the Non-Selling Member declines or fails to respond within the 30-day period, the Selling Member may complete the Transfer to the third party within 90 days, subject to the transferee executing a joinder agreement binding them to this Agreement.
    5. If the purchase price in the Third-Party Offer includes non-cash consideration, the Non-Selling Member may elect to pay the cash equivalent of such consideration, as determined by an Independent Appraiser selected under Section 13.7.
    6. In the absence of a Third-Party Offer, any Member seeking to Transfer their interest shall first offer it to the other Member at fair market value determined by an Independent Appraiser, with the same notice and election procedures as in Section 13.3.
    7. If the Members cannot agree on an Independent Appraiser within 10 days, each shall select one appraiser, and those two shall select a third. The third appraiser's valuation shall be final and binding, with costs shared equally.
    8. This Section 13 shall not apply to Transfers: (a) by operation of law due to a Member's death or Bankruptcy; or (b) to an entity wholly owned by the transferring Member, provided the transferee remains bound by this Agreement.
    9. Any permitted transferee shall have no right to participate in management unless admitted as a Member by unanimous consent under Section 9, and shall only be entitled to economic rights until such admission.
14. CAPITAL CALLS AND CONTRIBUTION DEFAULTS
    1. The Manager may propose additional Capital Contributions by written notice to all Members, specifying: (a) the business purpose; (b) total amount required; (c) each Member's pro rata share based on their Profit Sharing Ratio; (d) payment deadline (no less than 15 days from notice). Such Capital Calls shall require unanimous Member approval as a Major Decision under Section 9.
    2. A Member failing to meet a Capital Contribution obligation within 5 business days after the deadline ("Defaulting Member") shall receive written notice and a 15-day cure period. During this period, the Defaulting Member's voting rights shall be suspended.
    3. If the Defaulting Member does not cure, the non-defaulting Member may elect one or more of the following remedies by written notice:
       1. Reduce the Defaulting Member's Membership Interest proportionally to reflect the unpaid contribution, with such adjustment calculated by an Independent Appraiser and documented in an amendment to this Agreement;
       2. Treat the unpaid amount as a loan to the Defaulting Member bearing interest at 8% per annum, repayable within 90 days; or
       3. Initiate expulsion proceedings under Section 13.
    4. Any adjustment under Section 14.3.1 shall correspondingly modify the Defaulting Member's Profit Sharing Ratio and voting rights under Sections 1.19 and 9.
    5. A Defaulting Member shall not receive Distributions under Section 10 until curing the default or until the elected remedy is fully implemented.
    6. Capital Calls shall not be made more than once per calendar quarter unless necessitated by unforeseen business emergencies, as determined by the Manager with supporting documentation provided to all Members.
    7. No Member shall be obligated to contribute additional capital beyond their initial Capital Contribution unless all Members unanimously approve the Capital Call under this Section 14.
15. DISPUTE RESOLUTION, MEDIATION, AND ARBITRATION
    1. Any dispute arising under or relating to this Agreement ("Dispute") shall first be submitted to non-binding mediation in New York County before a mediator jointly selected by the Members within 15 days of written notice. If no agreement is reached, the American Arbitration Association ("AAA") shall appoint a mediator under its Commercial Mediation Rules. Each Member shall bear their own costs, and mediation fees shall be shared equally.
    2. If mediation does not resolve the Dispute within 30 days of initiation, either Member may demand binding arbitration administered by AAA under its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator in New York County with expertise in New York LLC law, applying New York substantive law. The arbitrator may award only damages and remedies expressly authorized by this Agreement (excluding punitive damages), and the award shall be final and enforceable in any court of competent jurisdiction.
    3. Notwithstanding Sections 15.1-15.2, either Member may seek injunctive relief in New York County courts to prevent irreparable harm or enforce Section 13 (Transfer Restrictions), without waiving the right to arbitrate other claims.
    4. The prevailing party in any arbitration or court proceeding to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, as determined by the arbitrator or court.
    5. This Section 15 shall survive termination of the Agreement and applies to all claims, whether based in contract, tort, statute, or otherwise, except for: (a) Major Decisions under Section 9; and (b) valuation disputes under Section 13.
16. DEADLOCK RESOLUTION
    1. If the Members are unable to reach unanimous agreement on any matter requiring approval under Section 9 (Major Decisions) after good faith negotiations lasting at least 15 days, either Member may invoke the deadlock resolution procedures in this Section 16.
    2. The Members shall first attempt to resolve the deadlock through non-binding mediation in New York County under the procedures set forth in Section 15.1, to be completed within 30 days of written notice.
    3. If mediation fails to resolve the deadlock, either Member may demand binding arbitration in New York County under Section 15.2, with the arbitrator:
       1. Limited to selecting one Member's position on the deadlocked matter without modification; and
       2. Prohibited from: (a) modifying the Profit Sharing Ratio; (b) requiring additional Capital Contributions; (c) dissolving the LLC; or (d) amending this Agreement.
    4. During any deadlock resolution proceeding, the LLC shall continue normal business operations under the Manager's authority for matters not subject to the deadlock.
    5. The costs of deadlock resolution (excluding attorneys' fees) shall be borne equally by the Members unless the arbitrator determines under Section 15.4 that one party acted in bad faith.
17. INSURANCE REPRESENTATIONS AND REQUIREMENTS
    1. The LLC shall maintain at all times, at its sole expense, the following insurance policies with reputable insurers licensed to do business in New York:
       1. Commercial general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate;
       2. Professional liability (errors and omissions) insurance covering the LLC's design and marketing services, with minimum limits of $1,000,000 per claim and $2,000,000 aggregate; and
       3. Workers' compensation insurance as required by New York law, if the LLC has employees.
    2. The Manager shall be responsible for obtaining, renewing, and maintaining all required insurance policies, and shall provide proof of coverage to all Members annually and upon request. All policies shall:
       1. Name the LLC as the primary insured and list both Members as additional insureds where applicable;
       2. Include a waiver of subrogation in favor of the Members for claims arising from the LLC's ordinary business activities; and
       3. Contain a provision requiring 30 days' prior written notice of cancellation or material changes.
    3. The LLC shall not allow any required insurance to lapse without securing replacement coverage with substantially similar terms. The Manager shall notify all Members in writing within 5 business days of any material changes to coverage, cancellations, or non-renewals.
    4. The LLC shall not be obligated to obtain key person insurance on any Member, but may do so with unanimous consent as a Major Decision under Section 9.
    5. No Member shall be personally liable for any failure to maintain insurance unless such failure results from the Manager's gross negligence or willful misconduct.
18. DISSOLUTION, WINDING UP, AND LIQUIDATION
    1. The LLC shall dissolve upon the first to occur of: (a) unanimous written consent of all Members; (b) the death, Bankruptcy, or incapacity of a Member unless the remaining Member elects to continue the LLC within 60 days under Section 13.8; (c) entry of a judicial dissolution decree under the Act; or (d) any other event causing dissolution under the Act.
    2. Upon dissolution, the Manager (or a liquidating trustee appointed by unanimous Member consent) shall wind up the LLC's affairs by: (a) ceasing all business operations except as necessary for orderly liquidation; (b) collecting receivables and converting assets to cash; (c) discharging all liabilities to creditors; (d) settling unresolved claims; and (e) establishing reasonable reserves for contingent liabilities.
    3. After paying or adequately providing for all debts and obligations, remaining assets shall be distributed in the following order: (a) to Members with positive Capital Account balances in proportion to such balances until reduced to zero; then (b) to Members in accordance with their respective Profit Sharing Ratios. No Member shall receive any Distribution that would render the LLC insolvent.
    4. The LLC shall file a certificate of dissolution with the New York Secretary of State within 90 days after completing winding up, and the Manager shall provide each Member with a final accounting and tax documentation within 30 days thereafter.
    5. No Member shall have any right to demand or receive property other than cash in liquidation, except with unanimous consent. Any Distribution in kind shall be valued at fair market value as determined by an Independent Appraiser.
    6. Notwithstanding dissolution, the provisions of Sections 13 (Transfer Restrictions), 15 (Dispute Resolution), and this Section 18 shall survive to govern post-dissolution obligations.
19. AMENDMENTS TO THE OPERATING AGREEMENT
    1. This Agreement may be amended only by unanimous written consent of all Members as a Major Decision under Section 9, which consent shall specifically reference this Section 19 and identify the proposed amendments with particularity.
    2. Any proposed amendment shall be submitted in writing to all Members at least 15 days prior to voting, accompanied by an explanation of the changes and their anticipated effects on the LLC's operations and Member rights.
    3. Amendments shall be effective upon execution by all Members or such later date as specified therein, and shall be sequentially numbered and attached to this Agreement. The Manager shall maintain all amendments with the LLC's official records at the Principal Office.
    4. Notwithstanding Section 19.1, the Manager may make ministerial amendments to update addresses, correct scrivener's errors, or comply with mandatory legal requirements without Member consent, provided such changes do not materially affect Member rights or obligations and are promptly disclosed to all Members.
    5. No oral modification or course of conduct shall amend this Agreement. All amendments shall be binding upon and inure to the benefit of all Members and their permitted successors and assigns.
20. NOTICE, COMMUNICATION, AND RECORDS
    1. All notices, consents, or other communications ("Notices") required under this Agreement shall be in writing and delivered: (a) personally; (b) by certified mail, return receipt requested; (c) by nationally recognized overnight courier; or (d) by email with read receipt, to each Member's address or email specified in Section 1 or as later updated in writing.
    2. Notices shall be deemed effective upon: (a) receipt if delivered personally; (b) 3 business days after mailing; (c) 1 business day after deposit with an overnight courier; or (d) upon email transmission confirmation, unless the sender receives a delivery failure notice. Electronic signatures transmitted via secure platforms (e.g., DocuSign) shall constitute original signatures for all purposes under this Agreement.
    3. The Manager shall maintain at the Principal Office complete and accurate records for at least seven years, including: (a) this Agreement and all amendments; (b) minutes of Member meetings and written consents; (c) tax filings and financial statements prepared in accordance with GAAP; (d) Capital Account balances; and (e) material third-party communications. Members may inspect records upon 5 business days' written notice during normal business hours.
    4. Routine business communications may be conducted via email or other electronic means, but any Notice affecting Member rights or obligations under this Agreement must comply with Section 20.1.
    5. Any Member may update their contact information by written notice to the Manager and other Members, effective 5 business days after receipt. The Manager shall promptly update the LLC's records to reflect such changes.
21. GOVERNING LAW, VENUE, AND JURISDICTION
    1. This Agreement and the rights and obligations of the Members shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.
    2. Any legal action or proceeding not subject to arbitration under Section 15 shall be brought exclusively in the state or federal courts located in New York County, New York, and each Member irrevocably submits to the personal jurisdiction of such courts.
    3. The Members waive any objection to venue in New York County and any defense of forum non conveniens or lack of personal jurisdiction in connection with proceedings brought under this Agreement.
    4. Notwithstanding Section 15, this Section 21 shall control with respect to any judicial proceedings, including actions to confirm or enforce arbitration awards or seek equitable relief.
    5. The provisions of this Section 21 shall survive termination of this Agreement and shall apply to all claims, whether based in contract, tort, statute, or otherwise.
22. MISCELLANEOUS PROVISIONS
    1. No failure or delay by any Member in exercising any right under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise of such right. No waiver shall be effective unless in writing and signed by the waiving Member.
    2. If any provision of this Agreement is held invalid or unenforceable under the Act or other applicable law, the remainder shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the original intent.
    3. This Agreement constitutes the entire understanding between the Members concerning the LLC and supersedes all prior agreements, whether written or oral. No representations or warranties exist except as expressly set forth herein.
    4. The Members acknowledge that they have each had the opportunity to consult independent legal counsel regarding this Agreement and have either done so or voluntarily waived such right.
    5. All obligations of the Members under Sections 13 (Transfer Restrictions), 15 (Dispute Resolution), and 18 (Dissolution) shall survive termination of this Agreement or a Member's dissociation from the LLC.
    6. No Member shall be liable to the LLC or other Members for actions taken in good faith within the scope of authority granted under this Agreement, except for gross negligence, willful misconduct, or material breach of fiduciary duties.
    7. Time is of the essence for all deadlines and notice periods specified in this Agreement. All references to days mean calendar days unless expressly stated otherwise.
    8. This Agreement shall be binding upon and inure to the benefit of the Members and their respective permitted successors and assigns, subject to the Transfer restrictions in Section 13.
    9. All references to currency in this Agreement shall mean United States dollars unless otherwise specified.
    10. The Members shall execute any additional documents and take any further actions reasonably necessary to effectuate the purposes of this Agreement, including any filings required under the Act.

Jordan Blake

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: Jordan Blake

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kelsey Rivera

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: Kelsey Rivera

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_